The Inn at Eagle's Landing 425 Country Club Drive Stockbridge, GA 30281

Date:

Tuesday, August 10, 1999

Group:

GMR Marketing

Overall Meeting Dates:

September 18-22, 2000, October 4-9, 2000, October 11-16, 2000

October 18-23, 2000, October 25-30, 2000

Authorized Representative:

Ms. Joni Vasos

Address:

2725 South Moorland Road

City, State, Zip

New Berlin, WI 53151

Phone:

(414) 786-5600 Ext. 3525 Fax #(414) 786-0697

Contact for The Inn:

John Cousy

The above named group ("Group") and The Inn at Esgle's Landing ("The Inn") enter into this Group Booking Contract ("Contract") as of Tuesday, August 10, 1999. The Group and The Inn agree as follows:

1. Accommodations:

September 18-21, 2000, checking-out Friday, September 22, 2000. All rooms are reserved. October 4-8, 2000, checking-out Monday, October 9, 2000, All rooms are reserved. October 11-15, 2000, checking-out Monday, October 16, 2000. All rooms reserved. October 18-22, 2000, checking-out Monday, October 23, 2000. All rooms are reserved. October 25-29, 2000, checking-out Monday, October 30, 2000. All rooms are reserved.

- 2. Chargest
- a) Hotel rental will be \$6720.00 per day, inclusive of all taxes and surcharges.
- b) Valet parking will be provided on a daily basis at a charge of \$160.50 per day, inclusive of all taxes and surcharges.
- c) Laundry service will be provided on a daily basis at a charge of \$166 inclusive of all taxes & surcharges.
- d) There will be no additional charges for storage.

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These rates are subject to any state and city tax in effect at the time of the Group's meeting. These taxes are currently twelve (12%).

3. Rates are not commissioned.

Master Account charges to be billed to [the authorized representative listed on page I], pending completion and approval of a direct billing application from The Inn. Payment terms are thirty (30) days not.

4. Confirmation Date

The guest rooms and suites listed previously must be confirmed in writing by the Group by Friday, September 10, 1999 (the "Confirmation Date") or they will be canceled and may be resold by The Inn. Cancellations made after the Confirmation Data will be subject to the cancellation provision of this contract.

5. Cut-Off-Date

The "Cut-Off Date" is Friday, August 18, 2000. Prior to the Cut-Off Date, individual Group members are entitled to the Group rate (\$200,00 per room) if they make their reservations and satisfy deposit requirements. Reservations received after the Cut-Off Date will be accepted on a space-available basis at The Inn's published rates.

6. Reservation Method

All reservations for the Group will be handled by Ms. Joni Vasos. The Inn will accept no direct reservations.

7. Room Deposits

A deposit of (\$38,976,00) will be due from the group by Monday, December 20, 1999.

8. Check-In/Check-Out

The Inn's check-in time is 4:00 PM (waived for GMR Marketing, JPC, 8/10/99). Room assignments prior to that time will be on a space available basis. In order to expedite the check-in procedure, once we receive a rooming list, we will pre-register your attendees. Check-out time is 12:00 Noon (waived for GMR Marketing, JPC, 8/10/99). Group members staying in their rooms beyond the check-out time without Inn authorization will be charged an additional room night (waived for GMR Marketing, JPC, 8/10/99).

9. Billing

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- 9.1 Where credit has been established by our Credit Department, payment of the master account is due within thirty (30) days after check-out date. A Finance Charge is computed on account balances that are delinquent (more than thirty [30] days overdue). The Periodic Rate is one and three quarter percent (1.75%) per month; the Annual Percentage Rate is twenty one percent (21%).
- 9.2 Where credit has not been established, all estimated charges must be paid prior to the Group's arrival as directed by our Credit Department.
- 9.3 A master account (the "Master Account") will be established for the Group.
 At least thirty (30) days prior to the Arrival Date, the Group must:
 - 9.3.1 Notify The Inn in writing of a) the names of the persons whose guest room accounts are to be billed to the Master Account; b) functions and any other accommodations to be billed to the Master Account; and c) the name(s) of the person(s) (the "Authorized Person(s)") who have the authority to post charges to the Master Account; and
 - 9.3.2 Give explicit billing instructions and the name and address of the individual to whom The Inn should send the Master Account invoice.
- 9.4 All charges to be applied to the Master Account must be signed by an Authorized Person immediately following the event, and the group must make the Authorized Person readily available for this purpose. The outstanding Master Account is to be paid not later than thirty (30) days from the date of billing, which billing will include appropriate documentation (e.g., room folios, signed banquet checks, etc.).
- 9.5. All room, meeting, banquet and other charges by any individual group member not authorized to be billed to the Master Account will be billed to his/her guest room account established in the name of each individual group member. At the time of registration, The Inn will require satisfactory credit information or cash advances to satisfy anticipated charges.

10. Cancellation

Rooms Cancellation

- 10.1 If the Group cancels this Contract, the Group agrees to pay The Inn, as liquidated Damages, and not as a penalty, an amount based on the following formula.
- a) Cancellation within (30) days of the Arrival Date (Monday, September 18, 2000) the Group will pay fifty percent (50%) of the total room charges booked. Total revenue booked is \$161,280.00 (24 days @ \$6720.00). Penalty would be \$80,640.00.
- b) Cancellation within (60) days of the Arrival Date (Monday, September 18, 2000) the Group will pay twenty five percent (25%) of the total room charges booked. Total revenue booked is \$161,280,00 (24 days @ \$6720.00). Penalty would be \$40,320.00.

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- 11.1 The Inn shall indemnify, defend and hold hamiless the Group and its officers, directors, partners, agents, members, and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising our of or caused by The Inn's negligence in connection with the provision of The Inn facilities. The Inn shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such Claims.
- 11.2 The Group shall indemnify, defend and hold harmless The Inn and its officers, directors, partners, agents, members, and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising our of or caused by the group's or its members' negligence in connection with the use of The Inn facilities. The Group shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such Claims.

12. Americans with Disabilities Act

As between the parties, responsibility for compliance with the Americans with Disabilities Act ("ADA") shall be allocated as follows:

- 12.1 The Inn shall be responsible for compliance with the Americans with Disabilities Act ("ADA") with respect to:
 - a. The Inn's policies, practices, procedures and eligibility criteria;
 - b. Architectural, communications, and transportation barriers in The Inn, other than barriers created by or within the control of the group, its agents, representatives or contractors; and
 - c. The provision of wheelchair seating spaces in assembly areas.
- 12.2 The Group shall be responsible for compliance with the Americans with Disabilities Act ("ADA") with respect to:
 - a. The Group's policies, practices, procedures and eligibility criteria:
 - b. The provision of auxiliary aids and services in areas designated for the exclusive use of or within the control of the Group;
 - c. Architectural, communications, and transportation barriers created by or within the control of the Group, its agents, representatives or contractors.

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13. Impossibility of Performance

This Contract will terminate without liability to either party if substantial performance of either party's obligations is prevented by and unforeseeable cause reasonably beyond that party's control. Such causes include, but are not limited to acts of God; acts, regulations, or orders of governmental authorities; fire, flood or explosion; war, disaster, civil disorder, curtailment of transportation facilities, or other emergency making it illegal, or otherwise impossible to provide the facilities or the services to hold the meeting; any delay in necessary and essential construction or renovation to The Inn; strike, lockout, or work stoppage or other restraint of labor, either partial or general, from whatever cause.

14. General Provisions

- 14.1 All notices and communications required to be given under this Contract shall be in writing to the address set forth on Page 1 of this Contract or to such other address as either party may designate in writing to the other.
- 14.2 By executing this Contract the Group consents to the jurisdiction of the courts of the State of Georgia. The parties agree that the venue of any action involving or arising from this Contract shall be in the State of Georgia, County of Henry.
- 14.3 This Contract shall be governed and construed in accordance with the laws of the State of Georgia.
- 14.4 If any provision of this Contract is unenforceable under applicable law, the remaining provisions shall continue in full force and effect.
- 14.5 In any legal proceeding of any nature involving the interpretation, construction, application, or enforcement of any of the terms of this Contract, the prevailing party shall be entitled to an award for reasonable attorney's fees incurred in connection with the proceeding.
- 14.6 This Contract may be executed in one or more parts, each of which when fully executed, shall be deemed to be an original and all of which shall be deemed to be the same agreement.
- 14.7 No waiver of any breach of either Party to this contract of any term, condition, or obligation set forth in this Contract shall be deemed a waiver of the same of similar breach thereafter.

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14.8 Both parties agree and acknowledge that a facsimile transmission of the signed and properly executed Group Booking Contract is recognized as legal and binding.

15. Entire Contract

15.1 This Contract and any attachments constitute the entire Contract between the parties with respect to the subject matter hereof and shall supersede all previous proposals both oral and written, negotiations, representation, commitments, and other communication between the parties. This Contract may not be released, discharged, changed, or modified except in writing signed by duly authorized representatives of both parties.

15.2 When signed by representatives of both parties, this Contract will constitute a binding contract between the group and The Inn.

GMR Marketing	The Inn at Eagle's Landing
By the group's authorized representative:	By The Inn at Eagle's Landing
Signature	Signature
Typed or printed name	John Couey Typed or printed name
Title	Director of Sales Title
	8/10/99
Date Signed	Date Signed

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